

K&L GATES LLP  
Robert N. Michaelson  
599 Lexington Avenue  
Telephone: 212.536.3900  
Facsimile: 212.536.3901

MONZACK MERSKY MCLAUGHLIN  
AND BROWDER  
Brian J. McLaughlin  
1201 N. Orange Street, Suite 400  
P.O. Box 2031  
Wilmington, DE 19899-2031  
Telephone: (302) 656-8162  
Facsimile: (302) 656-2769

Attorneys for Blue Marble  
Environmental Inc.

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

	X	
	:	Chapter 11 Case No.
In re	:	
	:	09-50026 (REG)
GENERAL MOTORS CORP., et al.,	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
	:	
	X	

**LIMITED OBJECTION OF BLUE MARBLE ENVIRONMENTAL, INC TO  
DEBTORS' INTENT TO (I) ASSUME AND ASSIGN CERTAIN EXECUTORY  
CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY, AND  
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY  
AND (II) CURE AMOUNTS RELATED THERETO**

Now comes, Blue Marble Environmental, Inc., a Delaware Corporation ("Blue Marble"), a creditor and party in interest, by and through counsel, and respectfully submits its Limited Objection to Debtors' Intent to (I) Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto and states as follows:

## **BACKGROUND**

1. On June 1, 2009 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. By Motion dated June 1, 2009 (the "Motion"), General Motors Corporation ("GM") and its debtor subsidiaries, as debtors in possession (collectively, the "Debtors" or the "Company"), sought, among other things, authorization and approval of (a) the sale of substantially all the Debtors' assets pursuant to that certain Master Sale and Purchase Agreement and related agreements (the "MPA") among the Debtors (the "Sellers") and Vehicle Acquisition Holdings LLC (the "Purchaser"), a purchaser sponsored by the United States Department of the Treasury (the "U.S. Treasury") (the "363 Transaction"), free and clear of liens, claims encumbrances, and interests, (b) certain proposed procedures to govern the sale process and provide for the submission of any competing bids for substantially all the Debtors' assets (the "Sale Procedures"), (c) the assumption and assignment of certain executory contracts (the "Contracts") and unexpired leases of personal property and of nonresidential real property (collectively, the "Leases") in connection with the 363 Transaction, (d) that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW") to be executed at the closing of the 363 Transaction (the UAW Retiree Settlement Agreement"), and (e) scheduling a final hearing for approval of the 363 Transaction (the "Sale Hearing").

3. On June 15, 2009, Debtors filed its Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto.

4. Blue Marble is a party to an executory contract with Debtors identified by Debtors as: GM Contract ID: GMS 33834; Vendor ID: 60594495.

5. Pursuant to the Notice, Debtors seek to set the Cure Amount due upon assumption of the Blue Marble Contract at Twenty Thousand Five Hundred Dollars (\$20,500.00). A copy of the Cure Amount set forth on Debtors' website is attached hereto, marked as Exhibit "A" and incorporated herein by reference. Blue Marble files its limited objection solely as to the Cure Amount.

### **ARGUMENT**

6. Section 365(b) of the Bankruptcy Code provides, in pertinent part:

(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

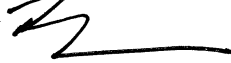
7. Section 365(b) mandates that any monetary defaults be cured in their entirety before an executory contract may be assumed. Blue Marble's invoices, attached hereto as Exhibit "B", demonstrates that the Cure Amount due in order to assume the Blue Marble executory contract is Twenty Nine Thousand Seven Hundred Fifty Dollars (\$29,750.00.)

WHEREFORE, Blue Marble, a creditor and party in interest, by and through counsel, respectfully requests this Honorable Court to enter an order fixing Blue Marble's cure amount as

Twenty Nine Thousand Seven Hundred Fifty Dollars (\$29,750.00.) together with any other relief  
this Honorable Court deems just.

Dated: June 24, 2009

K&L GATES LLP



---

Robert N. Michaelson, Esquire  
599 Lexington Avenue  
New York, NY 10022  
Telephone: (212) 536-4098  
Facsimile: (212) 536-3901  
E-mail: [rmichaelson@klgates.com](mailto:rmichaelson@klgates.com)

and

MONZACK MERSKY MCLAUGHLIN  
AND BROWDER

Brian J. McLaughlin  
1201 N. Orange Street, Suite 400  
P.O. Box 2031  
Wilmington, DE 19899-2031  
Telephone: (302) 656-8162  
Facsimile: (302) 656-2769  
E-mail: [bmclaughlin@monlaw.com](mailto:bmclaughlin@monlaw.com)

Attorneys for Blue Marble  
Environmental Inc.

**EXHIBIT A**

## Contract Notices

User: sfBaq666



[My Contracts](#) [Documents & Links](#)

### Supplier Details

Vendor Master ID: **605944995**

Supplier Name: **BLUE MARBLE ENVIRONMENTAL INC**  
Contract Cure Amount: **\$20,500.00**  
# of Contracts: **2**

[Click here to view Contracts](#)

### Cure Amount Details

Remit DUNS	PO Number	BOL	Document Date	Due Date	Amount
RD605944995	GMS33834	50109GM	5/1/2009	STAYED	\$20,500.00 USD

**Important Notices:** All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such terms in that certain Order Pursuant To 11 U.S.C. §§ 105, 363, And 365 And Fed. R. Bankr. P. 2002, 6004, And 6006(I) Approving Procedures For Sale Of Debtors' Assets Pursuant To Master Sale And Purchase Agreement With Vehicle Acquisition Holdings LLC, A U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline And Sale Hearing Date; (III) Establishing Assumption And Assignment Procedures; And (IV) Fixing Notice Procedures And Approving Form Of Notice.

Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for assumption and assignment all agreements expressly incorporated into and/or referenced in such purchase order.

All contract descriptions that appear in the "Contract ID" field are for purposes of contract identification only and shall not be binding on the Debtors or the Purchaser, as the case may be, or serve as an admission, for any purposes in the debtors' chapter 11 cases, including determining the parties' substantive rights under the contract, establishing the executory nature of a contract or establishing the Debtors' proposed treatment of the contract for purposes of contract assumption and assignment.

The proposed cure amounts set forth herein are subject to adjustment to reflect additional invoices processed in GM's accounts payable system that relate to the period before the Commencement Date.

Additionally, the proposed cure amounts set forth herein may not reflect certain debits, chargebacks, claims or other deductions to which GM may be entitled and, in each case, all rights with respect thereto are reserved.

GM is updating this website on a daily basis so please check back if you believe that a discrepancy exists in the invoices processed that relate to the period before the Commencement Date.

[Home](#) [Logout](#)

June 19, 2009 @ 10:58:52 AM

Copyright ©2009 AlixPartners, LLP | (61)

## Contract Notices

User: sf8a6566



[My Contracts](#) [Documents & Links](#)

### Supplier Details

Vendor Master ID: **605944995**

Supplier Name: **BLUE MARBLE ENVIRONMENTAL INC**  
Contract Cure Amount: **\$20,500.00**  
# of Contracts: **2**

[Click here to view Contract Cure Amount Details](#)

### Contracts

Row ID	GM Contract ID	Vendor ID	Counter Party Name	Contract Type	Contract Status
5716-01100932	GMS33834	605944995	BLUE MARBLE ENVIRONMENTAL INC	N/A	Noticed
5716-01100933	GMS33834	605944995	BLUE MARBLE ENVIRONMENTAL INC	N/A	Noticed

[Hover mouse cursor here for Contract Status Legend](#)

**Important Notices:** All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such terms in that certain Order Pursuant To 11 U.S.C. §§ 105, 363, And 365 And Fed. R. Bankr. P. 2002, 6004, And 6006(I) Approving Procedures For Sale Of Debtors' Assets Pursuant To Master Sale And Purchase Agreement With Vehicle Acquisition Holdings LLC, A U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline And Sale Hearing Date; (III) Establishing Assumption And Assignment Procedures; And (IV) Fixing Notice Procedures And Approving Form Of Notice.

Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for assumption and assignment all agreements expressly incorporated into and/or referenced in such purchase order.

All contract descriptions that appear in the "Contract ID" field are for purposes of contract identification only and shall not be binding on the Debtors or the Purchaser, as the case may be, or serve as an admission, for any purposes in the debtors' chapter 11 cases, including determining the parties' substantive rights under the contract, establishing the executory nature of a contract or establishing the Debtors' proposed treatment of the contract for purposes of contract assumption and assignment.

The proposed cure amounts set forth herein are subject to adjustment to reflect additional invoices processed in GM's accounts payable system that relate to the period before the Commencement Date.

Additionally, the proposed cure amounts set forth herein may not reflect certain debts, chargebacks, claims or other deductions to which GM may be entitled and, in each case, all rights with respect thereto are reserved.

GM is updating this website on a daily basis so please check back if you believe that a discrepancy exists in the invoices processed that relate to the period before the Commencement Date.

[Home](#) [Logout](#)

June 19, 2009 @ 10:59:45 AM

Copyright ©2009 AlixPartners, LLP (61)

**EXHIBIT B**





Blue Marble Environmental, Inc.  
2658 Whitman Drive  
Wilmington, DE 19808

## INVOICE

Date	Terms	Due Date
5/1/2009	Net 60	6/30/2009

GM PSS ABP  
Attn: Accounts Payable  
PO Box 63490  
Phoenix, AZ 85082-3490

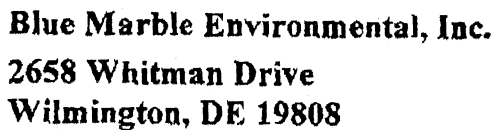
Invoice #	Customer P.O. #	Project #
050109GM	GMS33834	09001-GM

Item	Quantity	Description	Rate	Amount
PRXX7363-001		Environmental Engineering Bundled Services	15,500.00	15,500.00
PRXX7363-001		Environmental Engineering Bundled Services, RCC Block Removal	5,000.00	5,000.00

Phone #	E-mail
302-996-0449	con@bluemarbleenvironmental.com

**Balance Due** \$20,500.00

Remit to above address  
Blue Marble's Federal E.I.N. Number is 20-3678897  
All Invoices are Payable upon Receipt  
Services Charges of 1.5% will be added to all invoices over 30 days



Date	Terms	Due Date
6/1/2009	Net 60	7/31/2009

Invoice #	Customer P.O. #	Project #
060109GM	GMS33834	09001-GM

Item	Quantity	Description	Rate	Amount
PRXX7363-001		Environmental Engineering Bundled Services	7,750.00	7,750.00
PRXX7363-003		Quarterly Audits, Prime Abatement CGA	1,000.00	1,000.00

Phone #	E-mail
302-996-0449	ceo@blucmarbleenvironmental.com

<b>Balance Due</b>	<b>\$8,750.00</b>
--------------------	-------------------

Remit to above address  
Blue Marble's Federal E.I.N. Number is 20-3678897  
All Invoices are Payable upon Receipt  
Services Charges of 1.5% will be added to all invoices over 30 days

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

_____	X	
In re	:	Chapter 11 Case No.
	:	
GENERAL MOTORS CORP., et al.,	:	09-50026 (REG)
	:	
Debtors.	:	(Jointly Administered)
	:	
_____	X	

**CERTIFICATE OF SERVICE**

I, Stacey Tate, certify that I am not less than 18 years of age, and that service of the foregoing document was made on June 24, 2009 via overnight delivery upon:

Warren Command Center  
Mailcode 480-206-114  
Debtors  
c/o General Motors Corporation  
Cadillac Building  
30009 Van Dyke Avenue  
Warren, Michigan 48090-9025

Harvey R. Miller, Esquire  
Stephen Karotkin, Esquire  
Joseph H. Smolinsky, Esquire  
Weil, Gotshal & Manges, LLP  
767 Fifth Avenue  
New York, NY 10153

Matthew Feldman, Esquire  
U.S. Treasury  
1500 Pennsylvania Avenue NW, Room 2312  
Washington, DC 20220

John J. Rapisardi, Esquire  
Cadwalader, Wickersham & Taft LLP  
One World Financial Center  
New York, New York 10281

Gordon Z. Novod, Esquire  
Thomas Moers Mayer, Esquire  
Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of The Americas  
New York, NY 10036

Michael J. Edelman, Esquire  
Michael L. Schein, Esquire  
Vedder Price, O.C.  
1633 Broadway  
47<sup>th</sup> Floor  
New York, NY 10019

U.S. Trustee  
Diana G. Adams  
Office of the United States Trustee  
33 Whitehall Street  
21st floor  
New York, NY 10004

Under penalty of perjury, I declare that the foregoing is true and correct.

Date: June 24, 2009

/s/ Stacey Tate  
Stacey Tate